



# MARINE CARGO CLAIM FORM

## BASIC INFORMATION

### *Information of the Insured and Claimant:*

Claimant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

### *Information of the Policy:*

Insured: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Subject Matter Insured: \_\_\_\_\_

Sum Insured: \_\_\_\_\_ Invoice Value: \_\_\_\_\_

Total Gross Weight: \_\_\_\_\_ Total Measurement: \_\_\_\_\_

Consigner: \_\_\_\_\_

Consignee: \_\_\_\_\_

## INFORMATION OF THE VOYAGE

### *Information of the Voyage:*

Original Carrier: \_\_\_\_\_

Conveyance: \_\_\_\_\_ Voyage No.: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Date of Departure: \_\_\_\_\_ Date of Arrival: \_\_\_\_\_

Container No.: \_\_\_\_\_ Date of Discharge: \_\_\_\_\_

Stevedoring Company: \_\_\_\_\_

### *Information of the Forwarding (land transit):*

Forwarder: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

Date of Arrival: \_\_\_\_\_

## CIRCUMSTANCES OF THE ACCIDENT:

Date of Loss / Damage: \_\_\_\_\_

Nature of Loss / Damage: \_\_\_\_\_

Cause of Loss / Damage: \_\_\_\_\_

Extent of Loss / Damage: \_\_\_\_\_

Damage to container:  Yes  No

Container Seals intact:  Yes  No

Clean Receipt given:  Yes  No

Damaged / Loss Quantity: \_\_\_\_\_

Total Amount of Loss and Calculation of the Claim:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### CHECKLIST OF SUPPORTING DOCUMENTS:

- Claim Letters
  - To the Insured
  - To the Carrier
  - To the Forwarder
- Insurance Policy
- Bill of Lading
- Commercial Invoice
- Packing List
- Talley Report (Surat Bongkar Muat)
- Container Release Form (SP2)
- Short Delivery Order &/or Claused Delivery Note &/or Exception Note issued by the carrier.
- Delivery Order Issued by the Forwarder (Surat Jalan)
- Delivery Receipt Issued by the Consignee
- Carrier's reply (if any)

#### Declarations:

I/We declare that the information supplied on this form and in any attached documentation is correct and that I/We have not withheld anything material from the company. I/We agree that any concealment or incorrect statement in connection with this claim may result in prosecution and the policy shall become void.

Insured's Signature with Company Chop \_\_\_\_\_

## Attachment

### IMPORTANT

INSTRUCTIONS TO BE FOLLOWED  
BY ASSURED OR HIS AGENTS IN CASE OF LOSS/DAMAGE  
(Failure to comply herewith may prejudice any claim under the policy)

1. Inspect goods immediately at time of taking delivery  
  
If *containerized*, ensure to examine the container and its seals by their responsible official. If the *container* is *delivered* damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification. In no circumstances, except under written protest, to give clean receipt where the goods are in doubtful condition.
2. In the event of loss/damage which may involve a claim under the insurance, no claim shall be paid unless immediate notice of such loss/damage has been given to and a survey report obtained from this company's office or agents specified in this policy
3. Secure rights of recovery from third parties
  - 3.1. in case loss/damage is apparent  
  
Before taking delivery of the goods, carriers (oceanic and other carriers like lighters, truckers, etc.), port authorities or warehouses, or their agents must be given a notice of loss/damage in writing and be requested to
    - 3.1.1. Attend a joint survey, or
    - 3.1.2. Certify the loss/damage by issuing a duly, signed documentary evidence like short landing certificate, exception list. etc. (or if such evidence is not available, the loss/damage shall be claused on the delivery receipt accordingly).
  - 3.2. in case loss/damage is not apparent  
The requirements of 3.1. above shall be exercised within three days upon delivery of the goods.
4. The insurer is particularly released from all liability to pay the claim if
  - (a) The delivery of the goods is taken against a clean receipt, or
  - (b) The insurer's recovery rights under subrogation against third parties are prejudiced due to claim rights time-barred.
5. No claim for loss by theft &/or pilferage shall be paid hereunder unless immediate notice of survey has been given to this Company's agents.
6. Documentation of Claim
  - (a) Letter of Claim
  - (b) Original insurance policy
  - (c) Original or certified copy of B/L and/or other contract of carriage
  - (d) Original or certified copy of invoice/packing, list
  - (e) Survey report with bill for survey fee
  - (f) Documentary evidence from the concerned parties showing the discrepancy condition of the goods at the time of discharge/arrival
  - (g) Correspondence exchanged with carriers and other parties regarding their liability for the loss/damage
  - (h) Other documents where required

This insurance does not cover any loss of or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the other insurance policy or policies had this insurance not been effected.

This insurance does not cover any loss or damage arising front deck cargo unless specially insured or containerized.

It is hereby warranted that this insurance is free from any liability for loss or damage which occurred before issue of this Policy.

This insurance shall be subject to the exclusive jurisdiction of the local court where this policy was signed.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.  
The Assured is requested to read this policy thoroughly and if it is incorrect, return it immediately for alternation.